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the Equitable Assurance Society of the United States. Bill dismissed, and decree for Mollie B. Wilson on her cross-bill. Defendant Society appeals. Affirmed.

Wm. W. Old & Son, for appellant

C. C. Berkley and *C. C. Mitchell*, for appellees.

VIRGINIA-CAROLINA CHEMICAL CO. *v.* SOUTHERN EXPRESS CO.

Jan. 13, 1910.

[66 S. E. 838.]

1. Carriers (§ 159*)—Loss or Damage to Goods—Rules for Presenting Claims.—Provisors in carriers' receipts requiring claims to be presented in writing within 30 days are not deemed contracts against negligence, but are upheld as reasonable provisions, binding the shipper.

[Ed. Note.—For other cases, see Carriers, Cent. Dig. §§ 670, 671, 712; Dec. Dig. § 159.* 2 Va.-W. Va. Enc. Dig. 677; 14 id. 187.]

2. Carriers (§ 159*)—Loss or Damage to Goods—Presentation of Claims—Waiver of Provision.—That after a carrier had lost a package of notes, and the shipper had failed to present claim therefor within the time prescribed by the rule of the company, the carrier's agent attempted to lessen the shipper's damage by collections on the lost notes, and did so materially, did not amount to a waiver of the provision by the carrier.

[Ed. Note.—For other cases, see Carriers, Cent. Dig. § 714; Dec. Dig. § 159.* 2 Va.-W. Va. Enc. Dig. 677; 14 id. 187.]

Error to Circuit Court of Richmond.

Action by the Virginia-Carolina Chemical Company against the Southern Express Company. Judgment for defendant, and plaintiff brings error. Affirmed.

Coke & Pickrell, for plaintiff in error.

Thos W. Shelton and *A. S. Buford, Jr.*, for defendant in error.

WRIGHT *v.* ATLANTIC COAST LINE R. CO.

Jan. 13, 1910. Rehearing Denied.

[66 S. E. 848.]

1. Railroads (§ 386*)—Injury to Person on Track—Contributory Negligence—Avoiding Defense.—Plaintiff, who, at a flag station, mistaking a freight train for a passenger train, gave the flag signal for

*For other cases see same topic and section NUMBER in Dec. & Am. Digs. 1907 to date, & Reporter Indexes.